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IN THE UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

In re: Jorge Luis Guerrero	. Jr.	xxx-xx-1453	8	Case No:	19-41978-ELM-13

§ Chapter 13

§

Blanca Estelle Quinonez xxx-xx-5997

10544 Rising Knoll Lane Fort Worth, TX 76131

Debtor(s)

DEBTOR'S(S') CHAPTER 13 PLAN (CONTAINING A MOTION FOR VALUATION)

DISCLOSURES

	This Plan does not contain any Nonstandard Provisions.
	This Plan contains Nonstandard Provisions listed in Section III.
	This Plan does not limit the amount of a secured claim based on a valuation of the Collateral for the claim
$\overline{\mathbf{V}}$	This <i>Plan</i> does limit the amount of a secured claim based on a valuation of the <i>Collateral</i> for the claim.

This Plan does not avoid a security interest or lien.

Language in italicized type in this *Plan* shall be as defined in the "General Order 2017-01, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this *Plan* as if fully set out herein.

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 Plan Payment:
 \$4,400.00
 Value of Non-exempt property per § 1325(a)(4):
 \$0.00

 Plan Term:
 60 months
 Monthly Disposable Income per § 1325(b)(2):
 \$0.00

 Plan Base:
 \$264,000.00
 Monthly Disposable Income x ACP ("UCP"):
 \$0.00

Applicable Commitment Period: 36 months

Case No: 19-41978-ELM-13
Debtor(s): Jorge Luis Guerrero, Jr.
Blanca Estelle Quinonez

MOTION FOR VALUATION

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the *Plan*, *Debtor(s)* hereby move(s) the Court to value the *Collateral* described in Section I, Part E.(1) and Part F of the *Plan* at the lesser of the value set forth therein or any value claimed on the proof of claim. Any objection to valuation shall be filed at least seven (7) days prior to the date of the *Trustee's* pre-hearing conference regarding Confirmation or shall be deemed waived.

SECTION I DEBTOR'S(S') CHAPTER 13 PLAN - SPECIFIC PROVISIONS FORM REVISED 7/1/17

								Pro-Rat	
		MORTGAGEE re Servicing Ctr	SCHED. ARR. AMT \$7,118.		DATE ARR. THROUGH 5/1/2019	% 0.00%	TERM (APPROXIMATE) (MONTHS TO) Month(s) 4-58	TREATMENT	
D.(1) <u>P</u>	RE-PETITION MORTGAGE ARREA	RAGE:				,	,	
C.	ATT		ight Law Grou 188.00 dis		LLC , to ed by the <i>Truste</i>		700.00 ;		
		DSO CLAIMANTS	1	SCH	ED. AMOUNT	<u>%</u>	TERM (APPROXIMATE) (MONTHS TO)	TREATMENT \$ PER MO.	
	 3. 	STATUTORY TRUSTEE'S PERCE noticing fees shall be paid first out of amended) and 28 U.S.C. § 586(e)(1) DOMESTIC SUPPORT OBLIGATION Obligation directly to the DSO claims the following monthly payments:	NTAGE FEE(S) f each receipt and (2).	as pr	ovided in Gener s responsible for	al Order 20 ⁻	17-01 (as it may be superse Post-petition Domestic Sup	eded or	
٥.		CLERK'S FILING FEE: Total filing prior to disbursements to any other	fees paid thro	_	the <i>Plan</i> , if any, a	are \$	0.00 and shall be pa	id in full	
В.	STA	Debtor's(s') equity in non-exempt pr \$0.00 ATUTORY, ADMINISTRATIVE AND			a by <i>Debtor(s)</i> p	er § 1325(a)(4), snail be no less than:		
		The Unsecured Creditors' Pool ("UC \$0.00".	·					n:	
		Monthly Disposable Income ("DI") ca	alculated by De	ebtor	(s) per § 1325(b)(2) is:	\$0.00 .		
		The applicable commitment period (("ACP") is	6 _ m	nonths.				
	First payment is due6/14/2019								
		For a total of \$264,000.00 (es	stimated " <i>Base</i>	e Amo	ount").				
		\$4,400.00 per month, months							
		Debtor(s) propose(s) to pay to the 7	Truetoo the eur	n of					

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D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:

MORTGAGEE		# OF PAYMENTS PAID BY TRUSTE		RRENT POST-	FIRST CONDUIT PAYMENT DUE DATE	
				MENT AMOUNT		M-DD-YY)
Loancare Servicing Ctr 10544 Rising Knoll Lane		58 month(s)		\$2,408.00		8/1/2019
D.(3) POST-PETITION MORTGAGE A	ARREARAGE:					
MORTGAGEE	TOTAL AMT.	DUE DATE(S) (MM-DD-YY)	%	TERM (APPROXI (MONTHS TO	,	TREATMENT
Loancare Servicing Ctr 10544 Rising Knoll Lane	\$4,816.90	0 6/1/2019; 7/1/2019	0.00%	Month(s) 4-5	8	Pro-Rata
E.(1) SECURED CREDITORS - PAID	BY THE TRUSTEE:					
Α.						
CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%	TERM (APPROXI (MONTHS TO	,	TREATMENT Per Mo.
В.	·					
CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%			TREATMENT Pro-rata

To the extent the value amount in E.(1) is less than the scheduled amount in E.(1), the creditor may object. In the event a creditor objects to the treatment proposed in paragraph E.(1), the *Debtor(s)* retain(s) the right to surrender the *Collateral* to the creditor in satisfaction of the creditor's claim.

E.(2) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE - NO CRAM DOWN:

SCHED. AMT.	%	TERM (APPROXIMATE) (MONTHS TO)	TREATMENT Per Mo.
\$11,062.65	6.50% 6.50%	Month(s) 1-3 Month(s) 4-58	\$135.00 \$230.91
\$37,557.00	6.50% 6.50%	Month(s) 1-3 Month(s) 4-58	\$340.94 \$791.47
\$14,652.00	6.50% 6.50%	Month(s) 1-3 Month(s) 4-58	\$157.44 \$307.20
SCHED. AMT.	%		TREATMENT Pro-rata
	\$11,062.65 \$37,557.00 \$14,652.00	\$11,062.65 6.50% 6.50% \$37,557.00 6.50% 6.50% \$14,652.00 6.50% 6.50%	\$11,062.65 6.50% Month(s) 1-3 6.50% Month(s) 4-58 \$37,557.00 6.50% Month(s) 1-3 6.50% Month(s) 4-58 \$14,652.00 6.50% Month(s) 1-3 6.50% Month(s) 4-58

The valuation of *Collateral* set out in E.(1) and the interest rate to be paid on the above scheduled claims in E.(1) and E.(2) will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1) and E.(2) shall be deemed to have accepted the *Plan* per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

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F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:

CREDITOR /	SCHED. AMT.	VALUE	TREATMENT
COLLATERAL			

Upon confirmation, pursuant to 11 U.S.C. § 1322(b)(8), the surrender of the *Collateral* described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

The valuation of *Collateral* in F will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

The *Debtor(s)* request(s) that the automatic stay be terminated as to the surrendered *Collateral*. If there is no objection to the surrender, the automatic stay shall terminate and the *Trustee* shall cease disbursements on any secured claim which is secured by the *Surrendered Collateral*, without further order of the Court, on the 7th day after the date the *Plan* is filed. However, the stay shall not be terminated if the *Trustee* or affected secured lender files an objection in compliance with paragraph 8 of the General Order until such objection is resolved.

Nothing in this Plan shall be deemed to abrogate any applicable non-bankruptcy statutory or contractual rights of the Debtor(s).

G. SECURED CREDITORS - PAID DIRECT BY DEBTOR:

CREDITOR	COLLATERAL	SCHED. AMT.
Snap On Crdt	tools	\$733.00

H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

Internal Revenue Service	\$4,000.00	Month(s) 4-58	Pro-Rata
		(MONTHS TO)	
CREDITOR	SCHED. AMT.	TERM (APPROXIMATE)	TREATMENT

. SPECIAL CLASS:

CREDITOR SCHED. AMT. TERM (APPROXIMATE) TREATMENT (MONTHS TO)

JUSTIFICATION:

J. UNSECURED CREDITORS:

CREDITOR	SCHED. AMT.	COMMENT
AR Resources, Inc.	\$615.00	•
Capital Bank	\$107.00	
Capital One	\$0.00	
Comenity Bank/Express	\$469.00	
Comenity Bank/Victoria Secret	\$943.00	
Comenity/MPRC	\$741.00	
Conns	\$2,242.00	Unsecured portion of the secured debt (Bifurcated)
Credit Collection Services	\$138.00	
Credit Systems International, Inc	\$199.00	
Diversified Consultants, Inc.	\$3,738.00	
Diversified Consultants, Inc.	\$1,218.00	
ERC/Enhanced Recovery Corp	\$340.00	
Fingerhut	\$1,337.00	
Fingerhut	\$1,285.00	

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Blanca Estelle Quinonez	
Fingerhut	\$0.00
Fingerhut	\$0.00
Fingerhut	\$0.00
First Premier Bank	\$725.00
Genesis Bc/Celtic Bank	\$222.00
Intuit Financing, Inc, (IFI)	\$0.00
Merrick Bank/CardWorks	\$632.00
Portfolio Recovery	\$431.00
Snap On Crdt	\$0.00
Synchrony Bank	\$0.00
U.S. Department of Education	\$4,795.00
U.S. Department of Education	\$1,451.00
U.S. Department of Education	\$1,267.00
U.S. Department of Education	\$736.00
United Revenue Corp.	\$635.00
USDOE/GLELSI	\$0.00
Wells Fargo Bank NA	\$1,389.00
Wells Fargo Bank NA	\$137.00
West Lake Financial Services	\$0.00
TOTAL SCHEDULED UNSECURED:	\$25,792.00
TOTAL SCHEDULED UNSECURED:	\$25,792.00

The Debtor's(s') estimated (but not guaranteed) payout to unsecured creditors based on the scheduled amount is ______16%

General unsecured claims will not receive any payment until after the order approving the TRCC becomes final.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

Regus		Rejected	\$0.00		
	§ 365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE) (MONTHS TO)	TREATMENT

SECTION II DEBTOR'S(S') CHAPTER 13 PLAN - GENERAL PROVISIONS FORM REVISED 7/1/17

A. SUBMISSION OF DISPOSABLE INCOME:

Debtor(s) hereby submit(s) future earnings or other future income to the Trustee to pay the Base Amount.

B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY PERCENTAGE FEE(S) AND NOTICING FEES:

The Statutory Percentage Fees of the *Trustee* shall be paid in full pursuant to 11 U.S.C. §§ 105(a), 1326(b)(2), and 28 U.S.C. § 586(e)(1)(B). The *Trustee* is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.

C. ATTORNEY FEES:

Debtor's(s') Attorney Fees totaling the amount indicated in Section I, Part C, shall be disbursed by the *Trustee* in the amount shown as "Disbursed By The Trustee" pursuant to this *Plan* and the *Debtor's(s')* Authorization for Adequate Protection Disbursements ("AAPD"), if filed.

D.(1) PRE-PETITION MORTGAGE ARREARAGE:

The Pre-Petition *Mortgage Arrearage* shall be paid by the *Trustee* in the allowed pre-petition arrearage amount and at the rate of interest indicated in Section I, Part D.(1). To the extent interest is provided, it will be calculated from the date of the Petition. The principal balance owing upon confirmation of the *Plan* on the allowed pre-petition *Mortgage Arrearage* amount shall be reduced by the total adequate protection less any interest (if applicable) paid to the creditor by the *Trustee*. Such creditors shall retain their liens.

D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE:

Current Post-Petition Mortgage Payment(s) shall be paid by the Trustee as indicated in Section I, Part D.(2), or as otherwise provided in the General Order.

The Current Post-Petition Mortgage Payment(s) indicated in Section I, Part D.(2) reflects what the Debtor(s) believe(s) is/are the periodic payment amounts owed to the Mortgage Lender as of the date of the filing of this Plan. Adjustment of the Plan Payment and Base Amount shall be calculated as set out in the General Order, paragraph 15(c)(3).

Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.

Upon completion of the *Plan*, *Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by their contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.

Unless otherwise ordered by the Court, and subject to Bankruptcy Rule 3002.1(f)-(h), if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.

D.(3) POST-PETITION MORTGAGE ARREARAGE:

The Post-Petition Mortgage Arrearage shall be paid by the Trustee in the allowed amount and at the rate of interest indicated in Section I, Part D.(3). To the extent interest is provided, it will be calculated from the date of the Petition.

Mortgage Lenders shall retain their liens.

E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE:

The claims listed in Section I, Part E.(1) shall be paid by the *Trustee* as secured to the extent of the lesser of the allowed claim amount (per a timely filed Proof of Claim not objected to by a party in interest) or the value of the *Collateral* as stated in the *Plan*. Any amount claimed in excess of the value shall automatically be split and treated as unsecured as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(1) as set out in 11 U.S.C. § 1325(a)(5)(B)(I) and shall receive interest at the rate indicated from the date of confirmation or, if the value shown is greater than the allowed claim amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments less any interest (if applicable) paid to the creditor by the *Trustee*.

E.(2) SECURED 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE--NO CRAM DOWN:

Claims in Section I, Part E.(2) are either debts incurred within 910 days of the *Petition Date* secured by a purchase money security interest in a motor vehicle acquired for the personal use of the *Debtor(s)* or debts incurred within one year of the *Petition Date* secured by any other thing of value.

The claims listed in Section I, Part E.(2) shall be paid by the *Trustee* as fully secured to the extent of the allowed amount (per a timely filed Proof of Claim not objected to by a party in interest). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(2) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under § 1328 and shall receive interest at the rate indicated from the date of confirmation. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments paid to the creditor by the *Trustee*.

To the extent a secured claim not provided for in Section I, Part D, E.(1) or E.(2) is allowed by the Court, *Debtor(s)* will pay the claim direct per the contract or statute.

Each secured claim shall constitute a separate class.

F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

G. DIRECT PAYMENTS BY DEBTOR(S):

Payments on all secured claims listed in Section I, Part G shall be disbursed by the *Debtor(s)* to the claimant in accordance with the terms of their agreement or any applicable statute, unless otherwise provided in Section III, "Nonstandard Provisions."

No direct payment to the IRS from future income or earnings in accordance with 11 U.S.C. § 1322(a)(1) will be permitted.

Each secured claim shall constitute a separate class.

H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

Failure to object to confirmation of this *Plan* shall not be deemed acceptance of the "SCHED. AMT." shown in Section I, Part H. The claims listed in Section I, Part H shall be paid their allowed amount by the *Trustee*, in full, pro-rata, as priority claims, without interest.

I. CLASSIFIED UNSECURED CLAIMS:

Classified unsecured claims shall be treated as allowed by the Court.

J. GENERAL UNSECURED CLAIMS TIMELY FILED:

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the executory contracts or unexpired leases with parties as indicated in Section I, Part K.

Assumed lease and executory contract arrearage amounts shall be disbursed by the Trustee as indicated in Section I, Part K.

L. CLAIMS TO BE PAID:

"TERM (APPROXIMATE)" as used in this *Plan* states the estimated number of months from the *Petition Date* required to fully pay the allowed claim. If adequate protection payments have been authorized and made, they will be applied to principal as to both under-secured and fully secured claims and allocated between interest and principal as to over-secured claims. Payment pursuant to this *Plan* will only be made on statutory, secured, administrative, priority and unsecured claims that are allowed or, pre-confirmation, that the *Debtor(s)* has/have authorized in a filed Authorization for Adequate Protection Disbursements.

M. ADDITIONAL PLAN PROVISIONS:

Any additional Plan provisions shall be set out in Section III, "Nonstandard Provisions."

N. POST-PETITION NON-ESCROWED AD VALOREM (PROPERTY) TAXES AND INSURANCE:

Whether the *Debtor* is a *Conduit Debtor* or not, if the regular payment made by the *Debtor* to a *Mortgage Lender* or any other lienholder secured by real property does not include an escrow for the payment of ad valorem (property) taxes or insurance, the *Debtor* is responsible for the timely payment of post-petition taxes directly to the tax assessor and is responsible for maintaining property insurance as required by the mortgage security agreement, paying all premiums as they become due directly to the insurer. If the *Debtor* fails to make these payments, the mortgage holder may, but is not required to, pay the taxes and/or the insurance. If the mortgage holder pays the taxes and/or insurance, the mortgage holder may file, as appropriate, a motion for reimbursement of the amount paid as an administrative claim or a *Notice of Payment Change by Mortgage Lender* or a *Notice of Fees, Expenses, and Charges*.

O. CLAIMS NOT FILED:

A claim not filed with the Court will not be paid by the *Trustee* post-confirmation regardless of its treatment in Section I or on the *AAPD*.

P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES:

Any unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims, shall be paid only a pro-rata share of any funds remaining after all other unsecured claims, including late filed claims, have been paid in full.

Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST:

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

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R. BUSINESS CASE OPERATING REPORTS:

Upon the filing of the *Trustee*'s 11 U.S.C. § 1302(c) Business Case Report, business *Debtors* are no longer required to file operating reports with the *Trustee*, unless the *Trustee* requests otherwise. The filing of the *Trustee*'s 11 U.S.C. § 1302(c) Business Case Report shall terminate the *Trustee*'s duties but not the *Trustee*'s right to investigate or monitor the *Debtor's(s')* business affairs, assets or liabilities.

S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST-CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRE-CONFIRMATION OPERATIONS:

The *Trustee* shall not be liable for any claim arising from the post-confirmation operation of the *Debtor's(s')* business. Any claims against the *Trustee* arising from the pre-confirmation operation of the *Debtor's(s')* business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation or be barred.

T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY; RE-VESTING OF PROPERTY; NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL:

Debtor(s) shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by Debtor(s), prior to discharge, without consent of the Trustee or order of the Court after notice to the Trustee and all creditors.

Property of the estate shall not vest in the *Debtor* until such time as a discharge is granted or the *Case* is dismissed or closed without discharge. Vesting shall be subject to all liens and encumbrances in existence when the *Case* was filed and all valid post-petition liens, except those liens avoided by court order or extinguished by operation of law. In the event the *Case* is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the *Plan*, the *Trustee* shall have no further authority, fiduciary duty or liability regarding the use, sale, insurance of or refinance of property of the estate except to respond to any motion for the proposed use, sale, or refinance of such property as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the *Debtor(s)* must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the *Case* post confirmation, the *Trustee* shall disburse all funds on hand in accordance with this *Plan*. Upon conversion of the *Case*, any balance on hand will be disbursed by the *Trustee* in accordance with applicable law.

U. ORDER OF PAYMENT:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an order confirming the Chapter 13 Plan, whether pursuant to this *Plan* or a modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.

1st -- Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees in B.(1) and B.(2) and per statutory provisions will be paid in full.

2nd -- Current Post-Petition Mortgage Payments (Conduit) in D.(2) and as adjusted according to the General Order, which must be designated to be paid per mo.

- 3rd -- Creditors listed in E.(1)(A) and E.(2)(A), which must be designated to be paid per mo, and Domestic Support Obligations ("DSO") in B.(3), which must be designated to be paid per mo.
- 4th -- Attorney Fees in C, which must be designated to be paid pro-rata.
- 5th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.
- 6th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.
- 7th -- Arrearages owed on Executory Contracts and Unexpired Leases in K, which must be designated to be paid per mo.

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8th -- Any Creditors listed in D.(1), if designated to be paid per mo.

9th -- Any Creditors listed in D.(1), if designated to be paid pro-rata and/or Creditors listed in E.(1)(B) or E.(2)(B), which must be designated to be paid pro-rata.

10th -- All amounts allowed pursuant to a Notice of Fees, Expenses and Charges, which will be paid pro-rata.

11th -- Priority Creditors Other than Domestic Support Obligations ("Priority Creditors") in H, which must be designated to be paid pro-rata.

12th -- Special Class in I, which must be designated to be paid per mo.

13th -- Unsecured Creditors in J, other than late filed or penalty claims, which must be designated to be paid pro-rata.

14th -- Late filed claims by Secured Creditors in D.(1), D.(2), D.(3), E.(1) and E.(2), which must be designated to be paid pro-rata, unless other treatment is authorized by the Court.

15th -- Late filed claims for DSO or filed by Priority Creditors in B.(3) and H, which must be designated to be paid pro-rata.

16th -- Late filed claims by Unsecured Creditors in J, which must be designated to be paid pro-rata.

17th -- Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims. These claims must be designated to be paid pro-rata.

V. POST-PETITION CLAIMS:

Claims filed under § 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, Debtor(s) will modify this Plan.

W. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC") PROCEDURE:

See the provisions of the General Order regarding this procedure.

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Case No: 19-41978-ELM-13
Debtor(s): Jorge Luis Guerrero, Jr.
Blanca Estelle Quinonez

SECTION III
NONSTANDARD PROVISIONS

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

None.

I, the undersigned, hereby certify that the *Plan* contains no nonstandard provisions other than those set out in this final paragraph.

/s/ M. Paul Wright

M. Paul Wright, Debtor's(s') Attorney

Debtor (if unrepresented by an attorney)

Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) is respectfully submitted.

/s/ M. Paul Wright

M. Paul Wright

M. Paul Wright

M. Paul Wright

State Bar Number

Columbus, OH 43218

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that the foregoing Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) was served on the following entities either by Electronic Service or by First Class Mail, Postage Pre-paid on the ______ 14th day of June, 2019 _____ :

(List each party served, specifying the name and address of each party)

Dated: June 12, 2019		/s/ M. Paul Wright			
		M. Paul Wright, Debtor's(s') Counsel			
116 Nassa	erchant Services LLC u Street	Comenity Bank/Victoria Secret xxxxxxxx1148	Diversified Consultants, Inc. xxxx3395		
8th Floor New York,	NewYork, 10038	Attn: Bankruptcy PO Box 182125 Columbus, OH 43218	Attn: Bankruptcy PO Box 679543 Dallas, TX 75267		
AR Resour	ces, Inc.	Comenity/MPRC	ERC/Enhanced Recovery Corp		
xxx7745 ATTN: Ban PO Box 109		xxxxxxxxxxxx6308 Attn: Bankruptcy Dept PO Box 182125	xxxxx8604 Attn: Bankruptcy 8014 Bayberry Road		
Blue Bell, P		Columbus, OH 43218	Jacksonville, FL 32256		
Attorney Ge		Conns	Fingerhut		
P.O. Box 12	Div Bankruptcy Sec 2548	xxxxxxxxxxxxxxxxxxXXXXXXXXXXXXXXXXXXXX	xxxxxxxxxxxx7215 Attn: Bankruptcy		
Austin, TX	78711-2548	PO Box 815867 Dallas, TX 75234	PO Box 1250 Saint Cloud, MN 56395		
Capital Ban		Credit Collection Services	Fingerhut		
xxxxxxxxxxxxxxx Attn: Bankr		xxxx2396 Attn: Bankruptcy	xxxxxxxxxxxx9981 Attn: Bankruptcy		
1 Church S	t. # 300	725 Canton St	PO Box 1250		
Rockville, N	/ID 20850	Norwood, MA 02062	Saint Cloud, MN 56395		
Capital One		Credit Systems International, Inc	Fingerhut xxxxxxxxxxxx9045		
Attn: Bankr		Attn: Bankruptcy	Attn: Bankruptcy		
PO Box 302		PO Box 1088	6250 Ridgewood Rd		
Salt Lake C	City, UT 84130	Arlington, TX 76004	Saint Cloud, MN 56303		
Comenity B	ank/Express	Diversified Consultants, Inc. xxxx4450	Fingerhut		
Attn: Bankr	uptcv	Attn: Bankruptcy	xxxxxxxxxxx3434 Attn: Bankruptcy		
PO Box 182	2125	PO Box 679543	6250 Ridgewood Rd		
0 - 1 1	011.40040	D TV 75007	0 : (0)		

Dallas, TX 75267

Saint Cloud, MN 56303

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Case No: 19-41978-ELM-13 Debtor(s): Jorge Luis Guerrero, Jr.

Fingerhut

Blanca Estelle Quinonez

xxxxxxxxxxxx8674 Attn: Bankruptcy 3637 Sentara Way

6250 Ridgewood Rd Virginia Beach, VA 23452 Saint Cloud, MN 56303

First Premier Bank Marvin Ben-Aron P.C. xxxxxxxxxxxx1781 2713 Coney Island Ave., Ste 3

Attn: Bankruptcy Brooklyn, NY 11235

PO Box 5524 Sioux Falls, SD 57117

Genesis Bc/Celtic Bank Mbrs Choice Of C Tx Fc

xxxxxxxxxxxx8746 xxxxxx0001 Attn: Bankruptcy 4631 W Waco Dr PO Box 4477 Waco, TX 76710

Internal Revenue Service

Department of the Treasury P.O. Box 7346

Beaverton, OR 97076

Philadelphia, PA 19101-7346

Internal Revenue Service Special Procedures-Insolvency

P.O. Box 7346

Philadelphia, PA 19101-7346

Intuit Financing, Inc, (IFI)

2700 Coast Ave.

Moutain View, CA 94043

Jorge Luis Guerrero, Jr. 10544 Rising Knoll Lane

Fort Worth, TX 76131

Linebarger Goggan Blair & Sampson,

2323 Bryan Street, Suite 1600

Dallas, Texas 75201

Loancare Servicing Ctr Santander Consumer USA xxxxxxxxx4337 xxxxxxxxxxxx1000

Attn: Bankruptcy PO Box 961245 Fort Worth, TX 76161

Snap On Crdt xxxxx6274

950 Technology Way

Suite 301

Libertyville, IL 60048

Synchrony Bank Attn: Bankruptcy Dept PO BOX 965060

Merrick Bank/CardWorks

Attn: Bankruptcy PO Box 9201

Old Bethpage, NY 11804

xxxxxxxxxxx4947

Portfolio Recovery xxxxxxxxxxxx9579 Attn: Bankruptcy

PO Box 41021 Norfolk, VA 23541

Premier Capital Fundingm LLC

x2815

9265 4th Avenue, 2nd Floor

Brooklyn, NY 11209

Premier Capital Fundingm LLC

x6467

9265 4th Avenue, 2nd Floor

Brooklyn, NY 11209

Regus

Need Information

Orlando, FL 32896-5060

Synchrony/Kawasaki xxxxxxxx0065 Attn: Bankruptcy PO Box 965060

Orlando, FL 32896

The Rubin Law Firm, PLLC 90 Broad Street, 16th Floor New York, NY 10004

TVT 2.0 LLC 881 Baxter Dr. Suite 100

South Jordan, UT, 84095

U.S. Department of Education

xxxx6621

ECMC/Bankruptcy PO Box 16408 Saint Paul, MN 55116

U.S. Department of Education

xxxx0991

ECMC/Bankruptcy PO Box 16408

Saint Paul, MN 55116

Case 19-41978-elm13 Doc 23 Filed 06/12/19 Entered 06/12/19 13:12:56 Page 13 of 18

Case No: 19-41978-ELM-13
Debtor(s): Jorge Luis Guerrero, Jr.
Blanca Estelle Quinonez

U.S. Department of Education

xxxx0999

ECMC/Bankruptcy

PO Box 16408 Saint Paul, MN 55116 West Lake Financial Services

xxx9490

ATTN: Bankruptcy

4751 Wilshire Blvd., Ste 100 Los Angeles, CA 90010

U.S. Department of Education xxxx0993 ECMC/Bankruptcy PO Box 16408 Saint Paul, MN 55116

United Revenue Corp. xxx4218 204 Billings Street Suite 120 Arlington, TX 76010

United States Trustee 1100 Commerce Street Rm. 976 Dallas, Texas 75242-1496

USDOE/GLELSI xxxxxxxxxxxx8581 Attn: Bankruptcy PO Box 7860 Madison, WI 53707

Vadim Serebro, Esq. 55 Broadway 3rd Floor New York, New York 10006

Wells Fargo Bank NA xxxxxx1068 Attn: Bankruptcy 1 Home Campus MAC X2303-01A Des Moines, IA 50328

Wells Fargo Bank NA xxxxxxxxxxxx5457 Attn: Bankruptcy 1 Home Campus MAC X2303-01A Des Moines, IA 50328 MP Wright Law Group, PLLC

2501 Main St. Suite 100 Dallas, TX 75226

Bar Number: **IL 6298791** Phone: **(214) 420-6465**

IN THE UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

Revised 10/1/2016

IN RE: Jorge Luis Guerrero, Jr.

10544 Rising Knoll Lane Fort Worth, TX 76131 xxx-xx-1453

CASE NO: 19-41978-ELM-13

§ §

§ §

Blanca Estelle Quinonez

10544 Rising Knoll Lane Fort Worth, TX 76131 xxx-xx-5997

Debtor(s)

AUTHORIZATION FOR ADEQUATE PROTECTION DISBURSEMENTS DATED: 6/12/2019

The undersigned Debtor(s) hereby request that payments received by the Trustee prior to confirmation be disbursed as indicated below:

Periodic Payment Amount		\$4,400.00
Disbursements	First (1)	Second (2) (Other)
Account Balance Reserve	\$5.00	\$5.00 carried forward
Trustee Percentage Fee	\$439.50	\$440.00
Filing Fee	\$0.00	\$0.00
Noticing Fee	\$51.45	\$0.00
Subtotal Expenses/Fees	\$495.95	\$440.00
Available for payment of Adequate Protection, Attorney Fees and Current Post-Petition Mortgage Payments:	\$3,904.05	\$3,960.00

CREDITORS SECURED BY VEHICLES (CAR CREDITORS):

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
Mbrs Choice Of C Tx Fc	2015 Chevrolet Malibu	\$11,062.65	\$10,800.00	1.25%	\$135.00
Santander Consumer USA	2017 Chevrolet Silverado	\$37,557.00	\$27,275.00	1.25%	\$340.94

Total Adequate Protection Payments for Creditors Secured by Vehicles: \$475.94

CURRENT POST-PETITION MORTGAGE PAYMENTS (CONDUIT):

Name	Collateral	Start Date	Scheduled Amount	Value of Collateral	Payment Amount
Loancare Servicing Ctr	10544 Rising Knoll Lane	8/1/2019	\$258,015.00	\$275,000.00	\$2,408.00

Payments for Current Post-Petition Mortgage Payments (Conduit):

\$2,408.00

CREDITORS SECURED BY COLLATERAL OTHER THAN A VEHICLE:

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
Conns	Household Goods	\$2,742.00	\$500.00	1.25%	\$6.25
Synchrony/Kawasaki	2017 Kawasaki ZX10 (approx. 15,0	\$14,652.00	\$12,595.00	1.25%	\$157.44

TOTAL PRE-CONFIRMATION PAYMENTS

First Month Disbursement (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	\$0.00
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	\$475.94
Debtor's Attorney, per mo:	\$3,188.00
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	\$163.69

Disbursements starting month 2 (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	\$2,408.00
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	\$475.94
Debtor's Attorney, per mo:	\$0.00
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	\$163.69

Order of Payment:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 Trustee prior to entry of an order confirming the Chapter 13 Plan will be paid in the order set out above. All disbursements which are in a specified monthly amount are referred to as "per mo". At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on the per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. Other than the Current Post-Petition Mortgage Payments, the principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection payments, less any interest (if applicable), paid to the creditor by the Trustee.

DATED: 6/12/2019	
/s/ M. Paul Wright	
Attorney for Debtor(s)	

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

IN RE:	Jorge Luis Guerrero, Jr.	_ CASE NO.	19-41978-ELM-13
	Debtor		
	Blanca Estelle Quinonez	CHAPTER	13
	Joint Debtor		
	CERTIFICATE OF S	SERVICE	

I, the undersigned, hereby certify that on June 14, 2019, a copy of the attached Chapter 13 Plan, with any attachments, was served on each party in interest listed below, by placing each copy in an envelope properly addressed, postage fully prepaid in compliance with Local Rule 9013 (g).

/s/ M. Paul Wright

M. Paul Wright Bar ID:IL 6298791 MP Wright Law Group, PLLC 2501 Main St. Suite 100 Dallas, TX 75226 (214) 420-6465

Advance Merchant Services LLC 116 Nassau Street 8th Floor New York, NewYork, 10038	Capital One xxxxxxxx6301 Attn: Bankruptcy PO Box 30285 Salt Lake City, UT 84130	Conns xxxxxxxxxxxxxxxxxxxx0817 Attn: Bankruptcy Department PO Box 815867 Dallas, TX 75234
AR Resources, Inc. xxx7745 ATTN: Bankruptcy PO Box 1056 Blue Bell, PA 19422	Comenity Bank/Express xxxxx0898 Attn: Bankruptcy PO Box 182125 Columbus, OH 43218	Credit Collection Services xxxx2396 Attn: Bankruptcy 725 Canton St Norwood, MA 02062
Attorney General Collections Div Bankruptcy Sec P.O. Box 12548 Austin, TX 78711-2548	Comenity Bank/Victoria Secret xxxxxxxx1148 Attn: Bankruptcy PO Box 182125 Columbus, OH 43218	Credit Systems International, Inc xxxxx4070 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004
Capital Bank xxxxxxxxxxxx6360 Attn: Bankruptcy 1 Church St. # 300 Rockville, MD 20850	Comenity/MPRC xxxxxxxxxxx6308 Attn: Bankruptcy Dept PO Box 182125 Columbus, OH 43218	Diversified Consultants, Inc. xxxx4450 Attn: Bankruptcy PO Box 679543 Dallas, TX 75267

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

IN RE:	Jorge Luis Guerrero, Jr.	CASE NO.	19-41978-ELM-13
	Debtor		
	Blanca Estelle Quinonez	CHAPTER	13
	Joint Debtor		

CERTIFICATE OF SERVICE (Continuation Sheet #1) Diversified Consultants, Inc. First Premier Bank Loancare Servicing Ctr xxxx3395 xxxxxxxxxxxx1781 xxxxxxxxx4337 Attn: Bankruptcy Attn: Bankruptcy 3637 Sentara Way PO Box 679543 PO Box 5524 Virginia Beach, VA 23452 Dallas, TX 75267 Sioux Falls, SD 57117 **ERC/Enhanced Recovery Corp** Genesis Bc/Celtic Bank Marvin Ben-Aron P.C. xxxxx8604 xxxxxxxxxxxx8746 2713 Coney Island Ave., Ste 3 Attn: Bankruptcy Attn: Bankruptcy Brooklyn, NY 11235 8014 Bayberry Road PO Box 4477 Jacksonville, FL 32256 Beaverton, OR 97076 Fingerhut Internal Revenue Service Mbrs Choice Of C Tx Fc xxxxxxxxxxxx7215 Department of the Treasury xxxxxx0001 P.O. Box 7346 Attn: Bankruptcy 4631 W Waco Dr PO Box 1250 Philadelphia, PA 19101-7346 Waco, TX 76710 Saint Cloud, MN 56395

Fingerhut Internal Revenue Service Merrick Bank/CardWorks xxxxxxxxxxxx9981 Special Procedures-Insolvency xxxxxxxxxxx4947
Attn: Bankruptcy P.O. Box 7346 Attn: Bankruptcy
PO Box 1250 Philadelphia, PA 19101-7346 PO Box 9201
Saint Cloud, MN 56395 Old Bethpage, NY 11804

Fingerhut

xxxxxxxxxxxx9045

6250 Ridgewood Rd

Saint Cloud, MN 56303

Attn: Bankruptcy

Old Bethpage, NY 11804

Intuit Financing, Inc, (IFI) Portfolio Recovery 2700 Coast Ave. xxxxxxxxxx9579

Moutain View, CA 94043

Attn: Bankruptcy
PO Box 41021
Norfolk, VA 23541

Fingerhut Jorge Luis Guerrero, Jr. Premier Capital Fundingm LLC xxxxxxxxxxx3434 10544 Rising Knoll Lane x2815
Attn: Bankruptcy Fort Worth, TX 76131 9265 4th Avenue, 2nd Floor Brooklyn, NY 11209
Saint Cloud, MN 56303

Fingerhut Linebarger Goggan Blair & Sampson, Premier Capital Fundingm LLC xxxxxxxxxxx8674 LLP x6467
Attn: Bankruptcy 2323 Bryan Street, Suite 1600 9265 4th Avenue, 2nd Floor 6250 Ridgewood Rd Dallas, Texas 75201 Brooklyn, NY 11209
Saint Cloud, MN 56303

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

IN RE:	Jorge Luis Guerrero, Jr.	CASE NO.	19-41978-ELM-13
	Debtor		
	Blanca Estelle Quinonez	CHAPTER	13
	Joint Debtor		

oint Debtor

CERTIFICATE OF SERVICE

(Continuation Sheet #2)

Santander Consumer USA xxxxxxxxxxxxxx1000 Attn: Bankruptcy PO Box 961245 Fort Worth, TX 76161

Snap On Crdt xxxxx6274 950 Technology Way Suite 301

Libertyville, IL 60048

Synchrony Bank Attn: Bankruptcy Dept PO BOX 965060 Orlando, FL 32896-5060

Synchrony/Kawasaki xxxxxxxx0065 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896

The Rubin Law Firm, PLLC 90 Broad Street, 16th Floor New York, NY 10004

TVT 2.0 LLC 881 Baxter Dr. Suite 100 South Jordan, UT, 84095

U.S. Department of Education xxxx6621 ECMC/Bankruptcy PO Box 16408 Saint Paul, MN 55116 U.S. Department of Education xxxx0991

ECMC/Bankruptcy PO Box 16408 Saint Paul, MN 55116

U.S. Department of Education xxxx0999

ECMC/Bankruptcy PO Box 16408 Saint Paul, MN 55116

U.S. Department of Education

xxxx0993 ECMC/Bankruptcy PO Box 16408

Saint Paul, MN 55116

United Revenue Corp. xxx4218

204 Billings Street Suite 120

Arlington, TX 76010

United States Trustee 1100 Commerce Street

Rm. 976

Dallas, Texas 75242-1496

USDOE/GLELSI xxxxxxxxxxxx8581 Attn: Bankruptcy PO Box 7860 Madison, WI 53707

Vadim Serebro, Esq. 55 Broadway 3rd Floor New York, New York 10006 Wells Fargo Bank NA

xxxxxx1068 Attn: Bankruptcy

1 Home Campus MAC X2303-01A

Des Moines, IA 50328

Wells Fargo Bank NA xxxxxxxxxxx5457 Attn: Bankruptcy

1 Home Campus MAC X2303-01A

Des Moines, IA 50328

West Lake Financial Services

xxx9490

ATTN: Bankruptcy

4751 Wilshire Blvd., Ste 100 Los Angeles, CA 90010